

REQUEST FOR PROPOSALS (RFP) No. 840
FOR AN
ELECTRONIC BIDDING SOLUTION

PRE-PROPOSAL QUESTION PERIOD:

All questions are to be submitted in writing to the County Contact listed below no later than
Friday, August 17, 2012 at 5:00 PM (Local Time)

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department,
(Through the Expedited Purchasing Program)
for the
Procurement Management Services Division

COUNTY CONTACT FOR THIS SOLICITATION:

Melissa Adames, Procurement Contracting Manager
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4029
E-mail: madames@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

September 7, 2012 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Procurement Management (PM) Services Division within the Internal Services Department is soliciting proposals to obtain a turn-key commercially available Electronic Bidding Solution (Solution). The Solution desired shall be capable of automating bid creation, electronic submittal, evaluation, and analysis. The automated Solution should allow PM staff to create solicitation documents within the proposed tool using predefined templates, receive bids electronically through a secure and reliable web-based system, and allow automated evaluation/scoring of bids.

The selected Proposer will be responsible for providing all required software licenses, implementation, interface development, configuration, training, hosting, and maintenance and support services throughout the contract term including any renewals or extensions issued by the County.

The County anticipates awarding the resultant contract for an initial five (5) year term with three two-year options-to-renew.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	Thursday, July 26, 2012
Deadline for Receipt of Questions:	Friday, August 17, 2012 at 5:00PM (Local Time)
Proposal Due Date:	See front cover for date, time and place.
Evaluation Process:	Anticipated to commence the week of September 10, 2012
Projected Award Date:	January 2013

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The word "PM" to mean the Procurement Management Services Division within the Internal Services Department of Miami-Dade County.
9. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.
10. The word "FEIN" to mean Federal Employer Identification Number.

1.3 **General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct

or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Procurement Management (PM) Services Division within the Internal Services Department is soliciting proposals to obtain a turn-key commercially available Electronic Bidding Solution (Solution). The Solution desired shall be capable of automating bid creation, electronic submittal, evaluation, and analysis. The automated Solution should allow PM staff to create solicitation documents within the proposed tool using predefined templates, receive bids electronically through a secure and reliable web-based system, and allow automated evaluation/scoring of bids.

The selected Proposer will be responsible for providing all required software licenses, implementation, interface development, configuration, training, hosting, and maintenance and support services throughout the contract term including any renewals or extensions issued by the County.

The County anticipates awarding the resultant contract for an initial five (5) year term with three (3) two-year options-to-renew.

2.2 BACKGROUND

Miami-Dade County Internal Services Department, Procurement Management Services Division requires a Solution that has the capability to automate bid creation, process the posting of bids, receiving responses over the Internet, automating evaluation, conducting analysis, awards, and reporting. The types of bids that are to be issued within the Solution include Requests for Information (RFI), Request for Proposals (RFP), Request for Qualifications (RFQ), Sealed Bids, Informal Bids, and Reverse Auctions. The Solution to be provided is to be delivered as a Software-as-a-Service (SaaS) by the selected Proposer.

At present, PM staff utilizes a manual process driven practice to develop, solicit, evaluate and award procurement solicitations. It is anticipated that the proposed Solution will provide PM with an automated, streamlined, and enhanced process providing a more efficient and faster turnaround for the client departments serviced throughout Miami-Dade County.

The current procurement system, Advance Purchasing and Inventory Control System (ADPICS), is based on a mainframe application. The ADPICS system was implemented in late 90's and serves as the County's "system of records" for all procurements. ADPICS is complemented by three web-based procurement systems developed in-house. These systems are called, Bid Tracking System (BTS); Project Administration (PA); and eProcurement. These three systems are ASP.Net and SQL server based systems. Multiple web services and batch jobs continuously transfer data from ADPICS to BTS and PA. Data is not transferred from BTS, PA, and eProcurement to ADPICS. BTS serves as the system of records for all procurement related information that is directly entered in BTS and is not carried over to ADPICS.

The procurement cycle starts with the creation of a requisition. A requisition number, created within the ADPICS system, is automatically brought into PA via web services and serves as the key that triggers solicitation development and advertisement process in PA. Staff creates solicitation documents in MS Word, get electronic approvals through PA, and advertise the solicitation through PA. Email notifications are sent to all vendors who are enrolled or registered with the County for selected commodities. The proposer should review the following technical requirements carefully and provide comprehensive responses.

2.2.1 Current Solicitation Posting and Submittal Process

PM currently solicits procurements through a web based Miami-Dade e-Procurement application that was designed specifically for staff use that utilizes the database of active registered and enrolled vendors to send out notifications of possible business opportunities with Miami-Dade County. Once staff finalizes the solicitation documents and receive approval to advertise; the document is converted from a Microsoft Word document to a PDF file and uploaded into the application. The application also allows staff to post Addendums to the solicitations and sends notifications to those vendors who have already downloaded the package of a change. The application also provides reporting features used by staff to track the number of vendors notified, vendors who have downloaded the solicitation, and the vendors notified of addendum with time and date stamps.

Solicitation offers are then submitted by the due date posted within the solicitation details to the Miami-Dade Clerk of the Board (COB). The COB then tracks the receipt of all offers and creates a solicitation log that is update with the firm name, date and time offer was received, number of boxes, and the delivery method (i.e. hand delivered, Fed-Ex, etc.). Upon the close of the solicitation, the appropriate PM staff retrieves the offers, sign the official COB log, and pick up all offers to commence evaluation.

2.2.2 Current Operating Environment

1. Vendor Database and Notification Process:

PM has a database of approximately 35,000 enrolled and registered vendors in County's vendor database. Vendors use the 5-digit National Institute of Governmental Purchasing (NIGP) commodity codes to enroll or register with the County as a vendor. Vendor enrollment is needed to receive automatic notification of new bid announcements whereas; Vendor Registration is required before a contract can be awarded to the vendor.

Currently, vendors are registered through a manual process using paper applications. Within the registration process, vendors select commodities for the services the firm can offer. These commodities are entered into the County systems and tied to the vendor profile. When solicitations are issued by PM notices are sent via e-mail to the vendors registered under the commodities selected at advertisement. Upon receipt of the notification, vendors are able to download solicitation documents by clicking on the URL in the automated email issued by the e-Procurement application.

Solicitations are developed based needs of the client departments utilizing Microsoft Word. Once finalized and approved the solicitation is converted to a PDF file and advertised under the commodities selected by the contracting officer. E-mail notifications are then sent to vendors who are enrolled for the commodity (s) listed in the solicitation. Solicitation responses from vendors are received by the County either via Mail or in-person at the COB for all sealed bid procurements.

2. For Bid Offers Received:

- PM staff manually extracts vendor information contained within the vendor offers.
- PM staff manually review, calculate, and assess (calculate) Tally sheets to review vendor offers.
- Based on a review of offers received PM staff review the tally with a peer to obtain sign off on the calculations as being accurate and the recommendation of award as being consistent with the method of award outlined within the solicitation.
- PM staff prepare and process the recommendation of award in the Project Administration/ Bid Tracking System (based on a SQL database) and the project travels through a workflow based on user permissions to the appropriate award authority.
- Upon approval of the award by the appropriate authority, resultant Contracts are then managed and tracked in the same Project Administration/ Bid Tracking System.
- Awarded contract details are then published on PM website along with the pertinent documents (i.e. Award Sheet, Solicitation, Tally results, Vendor offer, etc.).
- Notification to awarded and non-awarded vendors is sent manually by PM staff via email.

3. Request for Proposals (RFP)/ Request for Qualifications (RFQ) Offers Received:

- Staff manually extracts vendor information from the proposal offers received in response to the solicitation including vendor name, FEIN Number, vendor address, proposals received.
- Proposals are reviewed by the PM staff for responsiveness; responsive proposals are the submitted to the appointed Evaluation Selection Committee for review and evaluation.
- Evaluation of proposals is then managed by PM staff through publicly noticed selection committee meetings.
- Evaluation is conducted in a subjective process based on weighted criteria assigned a point value in person as part of the publicly noticed meetings. Scoring and ranking is completed manually using a Microsoft Excel spreadsheet.
- The Evaluation Selection Committee may choose to conduct oral presentations and re-evaluate, re-rank, and rescore those vendors remaining in consideration.

- Based on the recommendation of the Evaluation Selection Committee final scoring will be conducted and a Proposer recommended to proceed to negotiations.
- Once negotiations are finalized with the selected Proposer(s), an award recommendation is then developed and processed through the Project Administration/ Bid Tracking System.
- The project is then routed through an internal workflow for approval through the Project Administration/ Bid Tracking System.
- Upon approval of the award by the appropriate authority, the award is processed in the Project Administration/ Bid Tracking System.
- Notification to awarded and non-awarded vendors is sent manually by PM staff via email.
- Awarded contract details are then published on PM website along with the pertinent documents (i.e. Award Sheet, Solicitation, Tally results, Vendor offer, etc.).

2.3 DESIRED SOLUTION FUNCTIONALITY

PM seeks the following functionalities in the proposed solution. It is highly desired that the proposed Solution be extremely versatile and configurable to meet the needs of PM with little to no customizations, if possible. At a minimum, the proposed Solution should be capable of the following:

1. Solution has the ability to be configured to retain a repository of solicitation templates, clauses, contract terms and conditions, and other predefined parameters such as but not limited to; Local Preference, User Access Program, Inspector General, and Small Business Contract measures.
2. Solution is based on pre-defined user roles and permissions, Solution can provide PM staff the ability to update, delete, modify, and change the contents of this repository as needed without any Solution modification or support from the vendor.
3. Solution allows staff to create solicitations through an automated system using pre-defined templates from the repository.
4. Solution converts final solicitation document to a non-editable file such as .PDF for view and download prior to releasing it to vendors.
5. Solution allows advertisement of solicitations using County's registered and enrolled vendors list.
6. Solution should allow users to create various types of bids from scratch by picking and choosing various options from the repository.
7. Solution should generate the final version of the bid document according to the format mandated by Miami-Dade County for each specific bid type; such as, but not limited to, Request for Proposals, Invitation to Bid, and Request for Quote.
8. Solution should have a method of categorizing and sequentially numbering the solicitations issued.
9. Solution should allow uploading and merging of drawings, pictures, maps etc. into the final bid document and allow for additional documents to be attached and stored with a specific solicitation.

10. Solution should allow printing of final solicitation document and allow for export by PM staff (i.e. Microsoft Word or .PDF).
11. Solution should send automatic notifications via email to staff when a document is routed for review and/or approval. A reminder should be sent to staff if no action was taken by the target audience within three days.
12. User within the Solicitation should have the ability to add more vendor email addresses at the time of advertisement in addition to those vendors under the commodities selected.
13. Addendum notifications should be sent to all vendors who downloaded the original bid automatically by the Solution and keep track of all vendors who have downloaded the solicitation and any associated addendums.
14. Solution allows users to send questions through the Solution during the pre-proposal question and answer (only) of a solicitation.
15. Solution notifies the appropriate PM staff and COB when questions are posted by vendors in response to the solicitation issued.
16. Solution should have the ability to delegate workload from one staff to another with proper notification messages routed to the staff.
17. Solution provides vendors the ability to submit questions pertaining to the solicitation issued.
18. Solution provides PM staff the ability to directly respond to questions posted by vendors in response to the solicitation and is visible to all prospective Bidders without disclosing the vendor names within the Solution.
19. Solution should make all currently open solicitations available to all vendors and be searchable by name, project number, and/or commodity.
20. Solution provides all parties with status of the bid (open, closed, under evaluation, awarded etc.)
21. Solution should allow vendors to obtain status of their offer submissions online, view their vendor profile, and search for available solicitations.
22. Solution should be able to handle Best and Final Offer scenarios based on specific criteria that can be configured for each solicitation issued.
23. Solution should be able to handle multiple step bidding processes when applicable.
24. Solution should have the capability to keep the pricing component of vendor response separate from other details (such as in RFPs).
25. Solution should have robust workflows allowing users to route draft documents to desired or predefined supervisors for review.
26. Approval/Rejections of supervisor should be captured in the Solution with comments, date/time stamp, and automatically reroute it back to the appropriate PM staff.
27. Advertisement of a bid should only be allowed, if required approvals were granted.

28. Advertisement of bids should send pre-defined emails to vendors who are registered and/or enrolled within the identified commodities within a solicitation.
29. Solution solicits the various projects through the Solution and allow for PM staff to notify vendors of addendums.
30. Solution requires vendors to read and acknowledge all addendums issued for a solicitation before submitting an offer.
31. Solution allows for the submission of vendors offers to be done through the software including the ability to attach documents.
32. Submission of vendor offers is locked until the due date and time within the Solution.
33. Solution should have the ability to alert PM staff if no vendor offers have been received within a configurable time period. Staff notification should occur prior to the due date/ time so that action can be taken to extend the date/time.
34. Solution has the ability to track the time, date, and vendor name for all offers received in response to a solicitation creating a log that is visible to all PM staff at any time.
35. Solution sends out an automated email for the solicitation on the due date and time to the appropriate PM staff and COB, advising of the number of offers received including the vendor names.
36. Solution has the capability of automatically generating the details of each received offer including at a minimum, the Solicitation Number, Vendor Name, FEIN, Offer submission Date, Pricing, and all other relevant information pertaining to the Solicitation.
37. Solution is fully configurable based on user role based permissions and has the capability to define workflow approval paths based on various criteria.
38. Based on specific user permissions, PM staff should be the owner and be allowed to analyze solicitations in detail (only after the Due Date).
39. Solution should be configurable to allow for solicitation results to be updated with specific Miami-Dade County preferences such as Local Preference, Small Business Enterprise, Disadvantaged Business Enterprise, or any other type of contract measure such as a set-aside, subcontractor goal percentage, etc.
40. Solution locks the solicitation and is no longer editable after posting.
41. Solution should have override capability based on security profile of users for certain aspects.
42. Solution captures all edits/changes after advertisement and provides an audit trail for all actions conducted within the Solution per solicitation.
43. Solution is capable of interfacing with existing PM databases to allow for the exchange of vendor information.
44. Solution should not allow vendor offers to be submitted after the due date and time. * The County would like to understand if the proposed Solution has the ability to handle exceptions which would

be processed by the System Administrator on rare occasions. Please provide this information as part of your proposal submission package.

45. Solution should generate a report of received bids with vendor details at the due date.
46. Solution should allow staff with proper security, to access received bids only after the due date.
47. Solution should allow the vendor to withdraw, or submit an updated copy of its bid until the due date.
48. Solution does not allow a vendor to see other vendor's offer or pricing information unless conducting a reverse auction.
49. Solution prevents users from having access to the vendor offers submitted until the expiration of the due date and time.
50. Solution should display, per solicitation, the bidders list of all offers received.
51. Solution should automatically tabulate, calculate, and sequentially order the vendor offers received in response to a solicitation.
52. Solution can present the result of proposed Bids in clear format and be exportable to Microsoft Excel.
53. Solution can analyze complex price/cost and grouping criteria.
54. Solution can rank bidders based on proposed prices using published price criteria of the solicitation.
55. Solution provides users with the ability to analyze the vendor offers and produce charts, graphs, or other statistical display of all offers received and pricing.
56. Upon completion of evaluation, the Solution should be able to make awarded contracts and associated bid documents available to all.
57. The Solution should allow County to advertise up to 500 solicitation each year
58. The Solution should allow at least 70 users to be able to advertise solicitations
59. The data created in the Solution or imported into the Solution from County's system of records will be the property of the County and the awarded proposer will have no right to use, share, or distribute this data without formal written approval of the County. This includes vendor and commodity details loaded into the Solution from ADPICS and BTS.

2.4 REQUIRED TECHNICAL SOLUTION FUNCTIONALITIES

1. Solution has the ability to establish unique usernames and passwords for all authorized users.
2. User profiles should be configurable based on roles, rights, and permissions allowing varying levels of access.
3. Solution includes the owner of the solicitation in all system generated alerts and communications.

4. Solution prevents users from viewing and receiving received bids until the Due Date.
5. Solution will automatically copy the COB on all automated alerts and communications issued.
6. Solution can create tally sheets and perform calculations.
7. Solution captures all metrics associated with solicitation development, advertisement, and bid receipt phases.
8. Solution should have the capability to allow open pool contracts to continuously accept offers.
9. Solution should be redundantly backed-up. Proposers are to provide information on the firm's co-location strategy and disaster recovery and fully detail current procedures within the Proposal Submission Package.

2.5 USER LOOK AND FEEL

The proposed Solution is expected to be user-friendly, easy to use, and have menu driven capabilities. The Solution should have a separate dashboard for both the PM staff and vendors who bid on solicitations. The web-based dashboard should be configurable and at a minimum allow vendors to be able to view the key features such as; Solicitation Number, Title, Due Date, Status, Questions & Answers, and the Number of Bids Received. The dashboard should allow PM staff to see the details of all solicitations issued by the System such as, Solicitation Number, Title, Due Date, Status, Questions & Answers, and the Number of Bids Received, directly from the main dashboard screen. The Solution should allow Staff to drill down into further details of the solicitation as appropriate based on user security profile to edit solicitations, and generate reports. It is desired that the dashboard be customizable for management view to display only the summary of activities performed in the Solution.

The proposed Solution, at a minimum, will provide the following functionality regarding the user look and feel:

(1) PM Staff:

- A. Provide a user dashboard displaying a view of all solicitations created in the Solution.
- B. Each solicitation should have a field clearly identifying the status of the solicitation such as Open, Close, Pending, Hold, Approved, etc. (Vendors should only be able to see Open and Close solicitations).
- C. Display of status should be configurable allowing PM to display or hide certain statuses such as Pending or Hold.
- D. Allow PM staff to easily view all solicitations and categorize them according to solicitation type, Issue date, due date, and Contracting Officer name.
- E. Identify all pending solicitations requiring approval or action from management.
- F. Display the next approvers name and preferably, allow an option to send a reminder to the approver at the click of a button.
- G. Display the details of workflow related to the solicitation including the completed and remaining approvals.
- H. The workflow/approval drill down should allow staff to view approval dates, comments, and approver's name/title.
- I. PM staff should be able to drill down from the dashboard to perform all desired functions in issuing and managing a solicitation.

- J. PM staff should not be able to access the administrative features of the System from the dashboard Solicitation.
- K. PM staff should be able to send messages to all/specific vendors via email from the dashboard in order to maintain effortless and effective communication.
- L. Solution should flag solicitations which have acquired all approvals and are ready to be released (System should alert Contracting Officer / Supervisor via email if the solicitation is not been released within 24-hours after final approval).

(2) Vendor's:

- A. Provide a user dashboard displaying a current view of all solicitations with appropriate details such as Solicitation Number, Title, Due Date, Status, such as; Open, Close, Hold, etc.
- B. Allow vendors to update offers and attach documents.
- C. Allow vendor to withdraw offers.
- D. Allow vendors to post questions for specific solicitation during the Question and Answer period (vendors should only be allowed to post questions for Open solicitations during the Q&A period).
- E. Allow vendors to view responses to questions submitted by any vendor.
- F. Display the contact information of the pertinent Contracting officer alongside solicitation details
- G. Identify solicitations that have been extended by flagging them along with the Due date
- H. It is desired that the system be flexible enough to display Evaluation results, Award details, and associated contract documents.
- I. Allow vendors to download all attachments.
- J. Allow vendors to link to Miami-Dade County policies and procedures (links to be provided by County)

2.6 INTERFACE REQUIREMENTS

The Solution should have the capability to:

1. Consume web services and batch files created by the County to extract Requisition data from ADPICS.
At a minimum the data contains following fields:
 - Requisition Number
 - Requisition Description
 - Contact Name
 - 5-digit Commodity Code
 - 3-digit Buyer ID
 - Buyer Name
 - Financial Code
 - Sub-Object Code

- Requisition Amount
 - Requisition Created Date
 - Requisition Posted Date
 - Requisition Created-by Department
2. Provide web services and batch files to transfer data from the Solution to BTS and PA. The web service / batch file should include following fields:
 - All data fields used by Miami-Dade County in the Solution
 3. Provide web services / batch files with specific data (determined during system implementation) to transfer data from the Solution to BTS/PA, as needed.
 4. Extract Vendor and Commodity information from ADPICS/BTS either via a web service, batch file, or such other means that is acceptable to the County.
 5. Vendor registration, commodity code details, and contract details will be kept in existing County systems as system of records.
 6. Solicitation information created in the Solution will be transferred to BTS/PA on a regular basis via web services.
 7. Solution has the capability to export all data to the County's Project Administration/Bid Tracking System in agreed upon format on a regular basis.
 8. Transfer of data, to and from the Solution to County's systems via web services should occur automatically either at scheduled intervals as needed by the County, or in real-time.

2.6 TECHNICAL HOSTING REQUIREMENTS

1. Proposed Solution must be web based and not require installation onto user's computers.
2. Solution must be scalable and flexible to handle changing needs of the County.
3. All Solution maintenance shall be conducted after hours with advance notice to the County.

2.6.1 Data Center

Describe the details pertaining to the following areas for the proposed Solution:

- Data Center Security:
 - What measures are in place for Intrusion Detection?
 - Describe onsite personnel assigned to physical security.
 - Describe other security measures such as Biometric access, closed circuit TV, Security system monitoring, multiple check-points, restricted building access.

- System Audit:
 - Describe how system audits are conducted.
 - Preferred audits include: Third-party application security audits such as; SAS-70, SysTrust, WebTrust, or ISO 27001/2
 - If performed, explain whether the audit statements pertain to the specific application or the entire hosting /data center.
 - Provide the latest audit statement/s
- Penetration Testing:
 - Describe if penetration testing is done on the Solution and how often.
 - Identify the firm that performs penetration testing and how are the results of this testing incorporated into the Solution.
- Device Authentication:
 - What device authentication method (e.g. X.509 digital certificates) is used to authorize any physical device that is connected to the network?
- Integration:
 - Describe if the Solution is easily integratable with other applications in the Cloud and it is not a stove-pipe Cloud application
- Availability:
 - The Solution must be available 24/7/365 with a minimum uptime of 99.99%.
 - Provide the monthly and annual availability (up time percentage) record of your application during the last two years
 - Provide the monthly and annual availability (up time percentage) record of the data during the last two years
 - Describe how application and operating system upgrades, updates, bug fixes, patches, enhancements, and modifications are applied in production and what is the impact on system availability during that time
 - Describe the training and testing environments and whether they are mirror images of production that are available for use at all times
- Network / Infrastructure :
 - Network - Describe the associated routers, switches, and firewalls used to support the proposed Solution.
 - Data Centers – Does the system utilize multiple data centers?

- Are the data centers Telco grade facilities?
 - Are the data centers geographically dispersed?
- Disaster Recovery – Explain how the data is replicated
 - Does replication occurs in real time across various data centers?
- Power management, UPS and Generator farm
- HVAC secure climate control
- Redundancy and Failover – Explain your redundancy and failover mechanism to ensure reliability and availability of the system
- Supported Browser:
 - Describe all browsers and their respective versions that are supported by the Solution.
- Building:
 - Redundant air conditioning system
 - Temperature and Humidity monitoring system
 - Fire Protection
 - 24x7x365 monitoring

2.7 SOLUTION MAINTENANCE AND TECHNICAL SUPPORT SERVICES TO BE PROVIDED

A. Solution Maintenance:

The proposed Solution must be of the most recent release and the selected Proposer shall provide maintenance services for the proposed Solution throughout the term of the contract. These services shall include updates and upgrades to the Solution, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. Non-production environments, such as testing and staging shall also be covered under. The services for the software component are to be provided by the selected Proposer to the appropriate PM staff.

The selected Proposer shall also be responsible for providing maintenance services on any developed portions of the proposed Solution, including any interfaces or data mapping. Proposers should provide a detailed description of maintenance and technical support services to be provided as part of the proposal submission package. Maintenance Services shall take effect after the Warranty period (1 year after Final Acceptance) and commence on the 1st day of the 13th month after the date of the Certificate of Acceptance.

B. Technical Support Services

The County's preferred escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

The selected Proposer should make live support available 8AM to 6PM EST, Monday thru Friday to address Critical issues.

2.8 TRAINING SERVICES TO BE PROVIDED

The selected Proposer shall provide training for PM staff broken down into the following groups:

- System Administrators – 2-3 users
- Management/Supervisors – 10-15 users
- End Users – 75 users

The training should cover all areas of the proposed Solution, including but not limited to solicitation development, data entry, evaluation procedures, querying, reporting and administrative functions. Training shall take place during normal business hours Monday through Friday and can be offered in a variety of methods including web based training, on-site training, and online web tutorials. Additional training shall be made available via on-line videos and resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Facilities and computers will be provided by the County for the purpose of conducting such training.

The selected Proposer shall also be responsible for providing training to the vendors using the Solution through the use of web based training, and online web tutorials. Describe the details of training/documentation

provided to the vendors in order to become familiar with the Solution. The training/documentation should be available at all times for the new and returning vendors.

2.9 SECURITY REQUIREMENTS

Proposed Solution at a minimum should provide the following Security protocols:

1. Provide the ability for each user to be uniquely identified by ID.
2. Provide basic authentication through use of complex passwords.
3. Provide the ability to enforce password expiration.
4. Provide the ability to require automatic password expirations when initially assigned or reset.
5. Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
6. Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
7. Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
8. Provide a password database encrypted in storage.
9. Provide ability to protect audit logs from unauthorized access.
10. Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
11. Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
12. Provide ability to limit concurrent sessions.
13. Provide ability to log changes to administrative functions.
14. Provide ability to automatically archive audit logs.
15. Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
16. Provide ability to send alerts to administrators for unauthorized access attempts.
17. Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
18. Provide ability to lock out user or group ID by date or time.
19. Provide centralized administration, user authorization, registration and termination.
20. Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:

- a. Full name (if not common)
- b. Social Security Number, or FEIN
- c. Telephone number
- d. Street address
- e. E-mail address
- f. IP address (in some cases)
- g. Vehicle license plate number
- h. Driver's license number
- i. Face, fingerprints, or handwriting
- j. Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
- k. Bank Account Routing (RTN) and Account numbers
- l. Digital identity

2.10 REPORTING REQUIREMENTS

The proposed Solution is expected to deliver relevant, practical, and timely staff information through real-time reports. The proposed Solution will enable PM to report on vendor offers, pricing, solicitation information, and staff processing time reports. Users should have the option to run reports between Date Ranges and on specific data fields (i.e. Solicitation number, Title, Vendor name, Due Date, and other available data as listed below). The proposed Solution should allow the System Administrator to extract raw data into a Microsoft Excel format. Raw data should include all fields associated with any solicitation created in the Solution.

It is anticipated that the proposed Solution will allow PM users to create ad-hoc reports and queries, and to customize them based on varying criteria. Ad Hoc reports and query capabilities should include user defined features such as inserting page header footer data like date, time, page number; formatting and aligning data; sorting and grouping data; using functions and formulas; exporting data to text and Microsoft Excel formats; presenting data in charts; combining data from different reports and queries; using wizards to assist in creating reports; using "if and "and" logic to extract data; suppressing lines in creating reports and queries; scheduling reports to print in batch mode; search/find capabilities; and viewing reports online as to reduce the need for printing. All reports should be accessible from any PC via a web browser with the proper credentials.

The proposed Solution, at a minimum, will provide the following standard reports:

REPORT DESCRIPTION	REQUIRED FIELDS
1. All Vendor Offers Received <i>(User should have the option to run reports between desired date ranges, or run a report for All Vendor Offers)</i>	1. Solicitation Number 2. Title 3. Due Date/Time 4. Vendor Name 5. Vendor FEIN 6. Received Date/Time 7. Contracting Officer Name 8. Advertised Date 9. Commodity Codes
2. All Solicitations Advertised <i>(Solicitation Advertisement Details)</i>	1. Solicitation Number 2. Title 3. Date Advertised 4. Time Advertised 5. Due Date/Time 6. Total vendors notified 7. Total Addendums issued 8. Addendum issue Date/Time 9. Commodity Codes
3. Vendors Notified <i>(List Of All Vendors That Were Notified of a Solicitation)</i>	1. Solicitation Number 2. Date/Time Notification sent 3. Commodity Codes 4. Vendor Name, Email, Contact 5. Vendor Phone#
4. Vendors Who Downloaded Solicitation <i>(List of Vendors who download the Solicitation within the Solution)</i>	1. Solicitation Number 2. Vendor Name 3. Vendor Email 4. Download Date/Time
5. Solicitations to a Specific Vendor <i>(Ability to Run Report for a Specific Vendor Based on FEIN)</i>	1. Vendor FEIN 2. Vendor name 3. Solicitation number 4. Title 5. Date/Time notified
6. Solicitations Issued by Officer <i>(Solicitations advertised by PM Staff)</i>	1. Solicitation Number 2. Title 3. Commodity Codes 4. Vendors Notified 5. Due Date/Time 6. Advertised Date
7. All Solicitations	1. Solicitation Number 2. Title 3. Advertised Date/Time 4. Due Date/Time 5. Commodity Codes 6. Vendors Notified 7. Addendums issued / Dates/Time 8. Vendors Downloaded

REPORT DESCRIPTION	REQUIRED FIELDS
	9. Other related Solicitation information captured in the Solution
8. Cancelled Solicitations <i>(Solicitations cancelled once issued within the Solution)</i>	1. Solicitation Number 2. Title 3. Due Date/Time 4. Reason 5. Date Cancelled

2.11 SOFTWARE ESCROW

The Selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed Solution at the time of Final System Acceptance. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement as part of the Proposal Submission Package. Software escrow shall be provided by the selected Proposer. Pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

2.12 OPTIONAL FEATURES / FUNCTIONALITY

Proposers are encouraged but not required, to offer Optional Products and Services to the County. All optional products and/or services must be included in Form B-1, Section C. Such optional products and/or services are not included in the evaluation of proposals and are to be contracted at the sole discretion of the County. It is the intention of the County to move forward with the purchase of the proposed Solution

Request for Proposals (RFP)

1. Solution should be able to maintain a list of Selection Committee members
2. Send them a link of Solicitation documents including addendums - this action will be done by PM agent on demand.
3. Solution should have the capability of sending proposals to committee perform scoring/ranking (RFP evaluation will be implanted as phase 2 of this project upon successful and satisfactory implementation and performance of the Solution for regular bids).
4. Solution should have the ability to create scoring sheets, perform scoring calculations, and rank Proposers based on evaluation criteria and weighting outlined within Solicitation.

Any additional explanation of how the evaluation of RFPs is handled by the Solution is welcome. Example of an existing public entity will be helpful.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

Evaluation Criteria		Points
<u>Technical Criteria</u>		
1	<p>System Functionality/Services: Proposer's capability to meet the functional and technical specifications described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to:</p> <ul style="list-style-type: none"> A) Functionality 15 B) Maintenance Services C) Technical Support Services D) Training Services 	40
2	Proposer's approach and methodology to providing the services requested in this Solicitation including usability, implementation, configuration, hosting services, training, maintenance, and support services.	25

Evaluation Criteria		Points
3	Proposer's relevant experience and qualifications with electronic bidding systems and procurement systems, including key personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Including Proposer's ability to have successfully implemented the proposed solution for a minimum of two years in production.	20
<u>Price Criteria</u>		
4	Proposed price will be evaluated based on the solution proposed and overall best value to the County.	15

4.3 **Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 **Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 **Local Certified Service-Disabled Veteran's Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 **Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the

right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to

be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

D. User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package
Form B-1 Price Schedule
Forms A2-A6

DRAFT FORM OF AGREEMENT

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Electronic Bidding Solution**Contract No. EPP-RFP840**

This software licensing, hosting, maintenance, and support agreement ("Agreement") is made and entered into by and between Miami-Dade county , a political subdivision of the state of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128 (hereinafter referred to as the "County"), and _____ , a corporation organized and existing under the laws of the state of _____, having its principal office at _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor has submitted a written proposal dated_____, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein. The Contractor has offered to provide the County with an Electronic Bidding Solution that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals, EPP-RFP No. 840 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Electronic Bidding Solution inclusive of all software licensing, implementation, configurations, interface development, customizations, training, hosting, maintenance, and technical support services for the County, in accordance with the terms and conditions of this Agreement;

WHEREAS, the Contractor has represented that such Electronic Bidding Solution when used with other third party products and/or products provided by Contractor in a Software as a Service (SaaS) or Application Service Provider (ASP) model, as identified in this Agreement, will provide the County with a turnkey Electronic Bidding Solution which, together with the third party products and other deliverables make up the total System, as defined below. Contractor represents that its personnel or those subcontracted by the Contractor have the knowledge, proficiency, and skills to provide (a) the Services, including any programming/configuration Services needed to modify the System and/or establish interfaces between the System and other County entities, data processing programs, and Software applications as may be hereinafter described, (b) consulting and project management services, (c) data conversion, (d) training and documentation, and (e) hosting, maintenance, and support of the System; and

WHEREAS, the County is not acquiring the Services, System and other items described herein and entering into this Agreement for the Contractor provided System and Services as separate deliverables. Rather, the Contractor acknowledges that the County is purchasing these Deliverables and Services as a comprehensive Electronic Bidding Solution (which the County will access over the Internet using Hardware and Software owned by it) in a multi-user environment, with interfaces with other County entities, data processing programs, and Software applications, all in accordance with the terms and conditions of this Agreement and all in the context of a SaaS or ASP model;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 "Software System" shall mean the computer program listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement.
- 1.2 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule."
- 1.3 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."
- 1.4 "Projects" and "Services" shall mean enhancements or modifications to the Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.
- 1.5 "Support Services" shall mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."
- 1.6 "Software" shall mean the programs which (i) tell a computer what to do, and (ii) are required to perform the tasks specified in the Agreement, whether or not the programs are to be supplied by Contractor.
- 1.7 "System" shall mean the turnkey Tax Collection Management and Revenue Distribution Solution which includes the Licensed Software and Third Party Software operating on the Contractor's Hardware that the Contractor will make accessible to the County and Third Party Users through the Internet, as a service, as well as an on-site installation of the System, all as described in this Agreement and the attachments hereto.
- 1.8 "SaaS" shall mean Software as a Service owned and managed by the Contractor.
- 1.9 "Defect(s)" shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined below, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.
- 1.10 "Deliverable(s)" shall mean all Software, Software Licenses and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.
- 1.11 "Documentation" shall mean such documentation as delivered by the Contractor to the County and accepted by the County prior to Final Acceptance of the System relating to the use, function, and Support of the System. Such Documentation shall mean the training/user guide and other material as made generally available by Contractor to its customers relating to the use and function of the System, as may be amended from time to time by Contractor. Subject to the provisions of this Agreement, County may modify, add to, or customize the Documentation for its internal use and County may copy the Documentation as needed for its internal use at no additional fee.
- 1.12 "Final Acceptance" shall mean the acceptance of the System by the County.
- 1.13 "Final Acceptance Criteria" shall mean the criteria described in Appendix E "Acceptance Procedures", as later and further developed as part of Stage 1 of each of Parts I and II (as described and set forth in Appendix A "Scope of Services") by which the County will test the System and its functional components and measure its conformance with the final acceptance specifications in the Scope of Services or final CCS Documents.
- 1.14 "Maintenance" shall mean any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates as further defined in this Agreement under Appendix D "Maintenance and Support Services and Service Level Agreement".

- 1.15 "Releases" shall mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.
- 1.16 "Services" shall mean the work, duties, and obligations to be carried out and performed by the Contractor under the Agreement and pursuant to Appendix A "Scope of Services". Without limiting the foregoing, the Services to be performed by the Contractor fall into eight (8) general categories: (i) hosting the System on the Contractor's Hardware, (ii) making the System available to the County and Third Party Users over the Internet as a Service, (iii) Software programming or modification/configuration of the Licensed Software to meet the County's needs as reflected in this Agreement, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion of the County's current data, (vii) training of County staff, and (viii) Maintenance.
- 1.17 "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the System, review information, and make inquiries.
- 1.18 "Third Party Software" shall mean non-Contractor software provided by the Contractor that is necessary for the System to perform its functions, such as, without limitation, operating system, and database software.
- 1.19 "Updates" shall mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.
- 1.20 "Upgrades" shall mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
- 1.21 "Go Live" shall mean the two dates (shown in Appendix C) that the fully developed System components, accepted by the County, will be placed in a production environment. These dates are subject to change by mutual agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof,
- 2) County's RFP including all Addendums,
- 3) Contractor's proposal to EPP-RFP No. 840 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. GRANT OF LICENSE AND RIGHTS

- a) Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations,

enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.

- b) System License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the County and its full-time, part-time or contract employees a limited, nonexclusive license for the term of the Agreement to access and use those components of the System that require a license, including but not limited to the Licensed Software, over the Internet, with an unlimited number of concurrent end user licenses.
- c) Use of License. The Licensed Software and use of the System is licensed to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation.
- d) Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any component of the System available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the System in accordance with the Agreement.

ARTICLE 5. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 6. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a

sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 7. DELIVERY

7.1 The Contractor shall make the System available to the County through a SaaS or ASP model. The System will be accessible through the Internet by the County.

7.2 Web Based Software. All County license keys, usernames, and passwords shall be authenticated by the Contractor and perform according to Appendix A "Scope of Services".

7.3 Documentation. The Contractor shall deliver copies of the Documentation to the County in softcopy (electronic) format, and if requested, in hardcopy.

- i. Under no circumstances will the County sell or distribute any copies of the Documentation, including copies made, to other than its employees or individuals assisting the County in its business or governmental operations, subject to County's compliance with its applicable obligations hereunder.

7.4 Updated Documentation. The Contractor agrees to provide the County with revised, modified, and/or updated Documentation that reflects the enhancements/changes/modifications (including without limitation Updates, Upgrades or Releases) made to the System throughout the term of the Agreement.

ARTICLE 8. AGREEMENT TERM

8.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month following signature. The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional two (2) year terms, for a maximum total of eleven (11) years.

8.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

8.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 9. HOSTING, MAINTENANCE, AND SUPPORT SERVICES

9.1 Contractor Obligations. Contractor shall provide the County with the required hosting, maintenance, and support services for the System as set forth in Appendix D "Maintenance and Support and Service Level Agreement".

9.2 Commencement of Maintenance. Maintenance shall commence upon "Go Live" for Part I as described in Appendix A "Scope of Services" and Appendix C "Project Timeline." The charge for Maintenance is included in the Recurring Fees charged under this Agreement and as further defined in Appendix B "Payment Schedule".

ARTICLE 10. SYSTEM UPDATES, UPGRADES, and/or RELEASES

10.1 Update(s), Upgrade(s), and/or Release(s). The Contractor will notify the County of any intended System Update(s), Upgrades and/or Releases. Contractor will provide the County with the System Update(s), Upgrades and/or Releases as set forth in Appendix D "Maintenance and Support Services and Service Level Agreement" at no additional cost. Notwithstanding the foregoing, Contractor reserves the right to promote Updates, Upgrades, and/or Releases to the System without notice in emergency situations.

10.2 Changes in County Policy, Administrative Order or Florida Law. At no additional cost, the Contractor shall maintain and modify the System to reflect changes in Miami-Dade County policy, administrative order, or Florida law and ensure that the System complies with State laws with respect to the System's modules that the Contractor is providing under this Agreement, as amended. To the extent that a legislative change the creation of a new module to the System rather than a modification of an existing Contractor Module within the System, Contractor may charge an additional fee for such a module. If the Contractor offers such a new module to its customers, the fees charged to the County for such a new module shall not exceed the proportional amount charged by the Contractor to other Florida customers. The Contractor may also offer its customers the opportunity to share the cost of the new module. The Contractor reserves the right to charge additional fees to the County for custom changes that are unique to Miami-Dade County.

ARTICLE 11. SOFTWARE MODIFICATIONS

11.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 12. CONFIGURATION SERVICES

- a) The County shall accept or reject the Software Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software System and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Deliverable or may accept any item of Software System and/or Deliverable and reject the balance of the delivered Software System and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Deliverables for such items of rejected Deliverables and/or Software System within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) Unless otherwise agreed to by the County, Contractor agrees as part of the System deployment and configuration services to perform all required activities to successfully achieve all objectives set forth in the scope of work, including, but not limited to, (a) system configuration; (b) interface development; (c) software

testing; (d) acceptance and user acceptance testing; (e) training; (f) hosting; (g) maintenance support services; (h) cooperating with all other vendors supplying peripheral or ancillary applications that will interface with the System; and (i) any additional services necessary to ensure Contractor's compliance with this Article 11.

- d) Software testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Software System in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software System functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 13. TESTS

The Contractor shall configure and program the Software System to conform to the Scope of Services. The software and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the Software System and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Software System to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Software System require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
- Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;

ARTICLE 14. FEES AND PAYMENT

14.1 Fees. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

14.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

14.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. Invoices for Professional Service shall be issued in accordance with the Phases and Tasks outlined in Appendix A, "Scope of Services" and Appendix B, "Payment Schedule." Invoices for Software Maintenance and Support Services shall be issued on an annual basis 60 days in advance of the expiration date of the previous year's Services. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. In the event of any difference concerning the payment obligations between the parties, the County, by the County Mayor, shall deliver a clear statement of its position on all matters at issue not later than sixty (60) days after the date on which the subject invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 NW 1st Street, Suite 1300
Miami, FL 33128

Attention: Accounts Payable
Phone:

The County may at any time designate a different address and/or contact person by giving written notice to the Contractor.

ARTICLE 15. PROTECTION OF SOFTWARE

15.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could hard the County's proprietary interest therein.

15.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Software provided hereunder.

15.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

ARTICLE 16. CONFIDENTIALITY

16.1 Acknowledgement. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law.

16.2 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, may include Confidential Information and

if so, may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose.. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

16.3 The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

16.4 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

16.5 Survival. Licensee's obligations under this Article 13 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 17. WARRANTIES

17.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software System, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

17.2 Limited Warranty. Contractor represents and warrants to the County that the Software System, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

ARTICLE 18. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Internal Services Department, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida, Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY RFP NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligation under this section or under any other section of this Agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Article remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Article 7 of this Agreement. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Article 16 of this Agreement.

ARTICLE 19. DEFAULT AND TERMINATION

19.1 Termination based on fraud. The County may terminate this Agreement if the Contractor, an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be

responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

19.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

19.3 Termination for Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 16 (Confidentiality) or makes an assignment in violation of Article 21 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

19.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

19.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 20. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 NW 1st Street, Suite 1300
Miami, FL 33128

Attention: Adil Khan
Phone: (305) 375-1436
E-mail: aak@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Melissa Adames, CPPB
Phone: (305) 375- 4029
Fax: (305) 375- 5688
E-Mail: madames@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 21. NONASSIGNABILITY

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 22. INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this contract, for examination, audit, or reproduction,

until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above

ARTICLE 23. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, the county of Miami-Dade. All claims, disputes, or lawsuits arising out of or in connection with this Agreement shall be conducted in the exclusive venue in a court of competent jurisdiction in Miami-Dade County, Florida.

ARTICLE 24. COUNTY USER ACCESS PROGRAM (UAP)

24.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

24.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

24.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 25. VENDOR REGISTRATION AND FORMS

(A) Vendor Registration. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics** (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging** (Resolution R-738-92)
14. **W-9 and 8109 Forms**

(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

Affidavit

16. Office of the Inspector General

(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

(B) Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 26. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager identified in Article 19 will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and

losses..

- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 27. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 28. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 29. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 30. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, and shall be treated as Termination for Convenience. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 31. FORCE MAJEURE

Neither party hereto shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the party's control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

ARTICLE 32. SURVIVAL

The parties acknowledge that the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination,

cancellation or expiration hereof.

ARTICLE 33. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 34. OWNERSHIP OF DATA

Any and all solicitations, proposals, reports, surveys, and other data and data compilations provided or created in connection with this Agreement, are and shall remain property of the County, to the extent permitted by law. In the event of termination of the Agreement, any solicitations, proposals, reports, surveys, and other data and data compilations obtained or prepared by the Contractor in connection with this Agreement, whether finished or unfinished, shall become the property of the County and shall be delivered by the Contractor to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to the Contractor shall be withheld until all documents and/or data are received as provided herein. Contractor shall not compile, collect, store, or distribute any data obtained pursuant to this Agreement unless expressly authorized herein. The County has the absolute and unrestricted right to convert its data from the format used by the System to any other format.

The County shall have the option of receiving its data at any time in XML format, or in another format as may be mutually agreed to by the County and the Contractor.

ARTICLE 35. SECURITY

Contractor shall implement commercially reasonable measures to protect the security of the County's data and to prohibit unauthorized access to such data, which will include allowing access to the TaxSys application and the System only through 128-bit SSL connections.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Signature

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

EPP-RFP No. 840
PROPOSAL SUBMISSION PACKAGE

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (EPP-RFP) No. 840
ELECTRONIC BIDDING SOLUTION

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PACKAGE** completed as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information Section

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

5. Proposal Submission

Submit in hardcopy format an unbound original, complete Proposal Submission Package and ten (10) copies of the complete package **by the Proposal Due Date** in a sealed envelope/container. Proposers are requested to submit an electronic version of the Proposal in PDF format or equivalent. Electronic media submitted may be either a Compact Disk (CD) or USB Flash Drive and shall bear a label on the outside containing the RFP number and name, the name of the Proposer. All electronic media submitted to the County will not be returned to the Proposer.

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

RFP No.: EPP-RFP 840

RFP Title: Electronic Bidding Solution

Proposal Due Date: September 7, 2012 @ 2:00 PM (local time)

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION:		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:		
<p>A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>		
CRIMINAL CONVICTION DISCLOSURE:		
<p>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.</p>		
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:		
<p>By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____ In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.</p>		

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Proposer Information Section

ELECTRONIC BIDDING SOLUTION

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

PROPOSER'S BACKGROUND, EXPERIENCE AND PAST PERFORMANCE

1. Describe the Proposer's ability to meet the following qualification criteria:
 - a. Proposer must be the proprietary developer/intellectual property owner of the software being proposed.
 - b. Proposer must have successfully implemented the proposed Solution. The Solution must have been used in production for at least two (2) years.
2. Describe the Proposer's company background, past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include information on how long the company has specifically provided Electronic Bidding Solutions and the various agencies both in public and private sector utilizing the proposed Solution. Provide detailed information regarding the number of staff dedicated to the development and support of the Electronic Bidding Solution and how much is invested in research and further develop of such Solutions.
3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) complexity in terms of project scope and team size, (iv) length of the contract, (v) statement of whether Proposer was the prime contractor or subcontractor, and (vi) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Client contact person, phone number, and e-mail should be provided upon request. At a minimum, detailed client and project information must be received as requested in the Proposal Submission Package.
4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) County contact person and phone number, (iv) statement of whether Proposer was the prime contractor or subcontractor, and (v) the results of the project.
5. Provide a listing of all major Electronic Bidding Solution clients including public entities, and modules each client is using. Specifically identify clients that are using the proposed Solution.

Must Include:

- Name of the Agency
- Name/Title of the Contact Person
- Contact Person's Phone Number

Contact Person's E-mail Address
Project initiation and end dates

KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES

6. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
7. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
8. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. Specifically outline experience with the proposed Electronic Bidding Solution or similar bidding and/or procurement system.
9. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal. The County reserves the right to approve or reject any proposed personnel after their resumes; references and background checks are reviewed.

PROPOSED SYSTEM FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES

10. Describe each component of the proposed Solution. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed Solution. This should include a diagram of the technical components of the proposed Solution and a description of where such components are installed.
11. Describe where and how archived data is stored. Include any requirements that are needed to make the proposed Solution's data accessible to staff.
12. Describe the key value-added features of the proposed Solution (products or services) that differentiate Proposer from other Electronic Bidding Solution providers.
13. Provide the recommended hardware and software requirements for the proposed Solution to ensure optimal performance for all users.
14. Explain in detail how data integrity is maintained in the proposed Solution.
15. Completely fill out and submit with your proposal response the questionnaire below.

Proposers are required to complete the charts below indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the “Module/Detailed Explanation” field for ALL items included in the table.** This should include a description of any customization required to meet the requirement. A blank or N/A in any box will be interpreted as an "N".

The acceptable response codes are as follows:

“Y” - “Yes” - Indicates that the requested functionality is currently available in the proposed System. Proposers should provide a detailed description of how the requirement will be met in the “Response Description” field.

“N” – No - Indicates that the requested functionality is not available in the proposed System.

“P” - “Partial”- Indicates that the requested functionality is partially available in the proposed System. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

“F”- “Future”- Indicates that the requested functionality will be released with next major update to software as part of the bundled package. Proposers must also include the anticipated release date for such update.

“C” - “Custom” - Indicates that the requested functionality can be accommodated through a software customization. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

General Technical Requirements/Services

The selected Proposer should be capable of meeting all requirements outlined below. Proposers should indicate their capability of fulfilling each requirement below using the codes outlined above.

	Requirement	Meet (Y, N, P, F, C)	Module/Detailed Explanation
Technical / Hosting Requirements			
1.	Proposed Solution should be able to consume web services.		
2.	Proposed Solution should be able to provide web services for the County to consume to import data into BTS and PA applications.		
3.	Proposed Solution should be able to load all registered and enrolled vendors and associated commodities as initial data load and then continuously update vendor registration/commodity information via web service provided by the County.		
4.	Proposed Solution's Data Center must have multiple layers of physical security mechanisms such as intrusion detection, personnel assigned to physical security, and other electronic monitoring, multiple check-points, and		

	restricted access.		
5.	The System must be audited regularly by third-party application security such as SAS-70, SysTrust, WebTrust, or ISO 27001/2.		
6.	Is penetration testing done on the System? If yes, how are the results of the testing incorporated to improve the system.		
7.	Which device authentication method is used to authorize physical devices connected to the network?		
8.	Describe how the online bidding solution is easily integratable with other applications in the Cloud and not a stove-pipe Cloud application		
9.	Is the system available at least 99.99% of the time. Provide system and data availability metrics from the last two years.		
10.	Solution is maintained and supported through the use of multiple data centers for co-location and high availability.		
11.	Are the data centers used to support the Solution geographically dispersed? If so, please explain co-location strategy.		
12.	System should perform data replication across various data centers in real time.		
13.	Is Solution supported through redundant power management system with UPS and Generator farm?		
14.	Data centers should have HVAC secure climate control system or equivalent.		
15.	Are the data center(s) used to support Solution Telco grade facilities? Please explain.		
16.	Solution should have the ability to separate Miami-Dade County data from other entities' supported data. How is this accomplished?		
17.	<p>Miami-Dade County data is the property of Miami-Dade County and cannot be shared, used, modified, or deleted without Miami-Dade County's permission.</p> <ul style="list-style-type: none"> • How does the proposed Solution archive data? • How will the County gain access to their data? 		

18.	Proposed Solution is able to view archived data via the standard Application and Reporting Tools without needing technical intervention to retrieve data including custom screens and reports while maintaining role-based security and effective dating.		
Maintenance and Technical Support Services			
19.	How are maintenance and support services provided to support the Solution to optimize performance?		
20.	What technical support services are offered to vendors for use of the proposed Solution?		
21.	How are patches, upgrades, and fixes handled on the proposed Solution?		
22.	Selected Proposer is able to provide production/technical support helpdesk between the hours of 8AM to 6PM EST, Monday through Friday.		
23.	Selected Proposer is able to provide production/technical support 24 hours per day, 7 days per week for critical issues.		
Training Services			
24.	Proposer is capable of providing training for up to 90 participants through the various methods outlined within Section 2.10. What delivery method is most commonly used to train end user staff?		

Desired Solution Functionality

Proposers should indicate their capability of fulfilling each DESIRED requirement below using the codes outlined above. The requirements outlined below are preferred by the County.

	REQUIREMENT	MEET (Y, N, P, F, C)	MODULE/DETAILED EXPLANATION
1.	Solution has the ability to support all current versions of popular web browsers including but not limited to Internet Explorer (IE), Safari, Firefox, and Google Chrome.		
2.	Solution has the ability to allow Miami-Dade Admin group to create a repository of terms and conditions with unlimited number of clauses for use by staff in developing solicitation documents.		

3.	Solution has the ability to allow staff to pick and choose from those terms and conditions to develop each solicitation as needed		
4.	Solution has the ability to allow update, modification, and changes to the repository of terms and conditions on as needed basis.		
5.	Solution has the ability to generate solicitation documents in a predefined format by picking and choosing desired clauses from the repository		
6.	Solution has the ability to allow Vendors to respond to questions by either typing responses in free form text, or choosing answers from available check-boxes, radio buttons, and or drop-down option		
7.	Solution has the ability to allow routing of documents back and forth to desired management team for review and approval.		
8.	Solution has the ability to capture electronic approvals with date/time stamp.		
9.	Solution has the ability to capture all edits performed during the routing/approval with the name/ID of the editor.		
10.	Solution has the ability to send email alerts to responsible parties when a document is routed for review/approval.		
11.	Prior to sending notification to vendors, Solution has the ability to prompt users to verify all data (especially the Solicitation Number) to avoid incorrect notifications to vendors.		
12.	Solution has the ability to allow vendors to submit questions during the Q&A period.		
13.	Solution has the ability to prevent Vendors from being able to see other vendor's questions.		
14.	After the Due Date, Solution has the ability to post the names of vendors who submitted bids and should be accessible to all.		
15.	Solution has the ability to provide users with a dashboard with appropriate details of each solicitation for easy identification of the status of each solicitation.		
16.	Solution has the ability to allow attachment of any number of files in any format.		
17.	Solution has the ability to allow users to scan all documents prior to uploading to ensure security of the		

	Solution and the users who download those documents.		
18.	Solution has the ability to allow creation of various types of Tally Sheets.		
19.	Solution has the ability to ability to perform calculations in the Tally Sheet.		
20.	Solution has the ability to Rank proposers based on lowest Price or other defined Solicitation criteria.		
21.	Solution has the ability to produce a report with Solicitation details, Proposers, proposed prices, and rankings based on lowest prices, immediately after the Due Date of the Solicitation.		
22.	Solution has the ability to allow staff to designate their work to other staff member's in-case they go on vacation or away from work.		
23.	Solution has the ability to allow the County to advertise at least 500 solicitations per year and allow approximately 75 users to be able to create solicitations and post solicitations.		

16. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, Change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project.

17. The Proposer must submit a Project Plan, including a copy in Microsoft Project format, to include timeframes for all development, configuration, customization/interface development, training phases and key tasks to include activities such as business process review; software customizations; Solution configuration; unit, system and acceptance testing; a phased approach to the training and deployment of the Solution and hosting/maintenance support services. The Proposer should allocate sufficient time for comprehensive user acceptance testing in coordination with other required tests to include:

- Functional Testing - Unit, Integration, and regression including the creation of any documented test scripts.
- Performance Testing – User scalability, data volume scalability, load scalability, and reliability testing.
- Capacity Testing – User scalability, data volume scalability, load scalability, and stress verification.
- Report from automated Performance testing tools used for stress testing the Solution.

18. Provide a detailed description of the security measures of the proposed Solution, including information regarding how the proposed Solution will allow the County to define access to the data based on current industry best practices such as roles and permission lists by department.
19. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.
20. Provide a detailed explanation on the Solution's infrastructure and the approach to hosting, maintenance and technical support services. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposed Solution. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades.
21. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
22. Provide description of anything (functionality, software customizations, etc.) not identified in the RFP that will be required to make Proposed Solution meet the Scope of Services.

PROPOSED PRICING

23. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the System being proposed. Proposers should include a detailed description of the cost models used in the provided cost breakdown tables.

EXCEPTIONS TO TERMS

24. Identify if Proposer has taken any exception to the terms of this Solicitation and Draft Form of Agreement. If so, indicate what alternative is being offered and the cost implications (if any) of the exception(s).

FORM B-1

PRICE PROPOSAL SCHEDULE

FORM B-1 - PRICE PROPOSAL SCHEDULE
ELECTRONIC BIDDING SOLUTION

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including but not limited to software licenses, implementation, configuration, integration, testing, training, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

**TOTAL PROPOSED PRICE FOR ELECTRONIC BIDDING SOLUTION
FOR THE INITIAL FIVE (5) YEAR TERM:**

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

DESCRIPTION	TOTAL PRICE
Initial Software License /Hosting Fee for Electronic Bidding Solution (Please provide detailed cost breakdown in Table B1 below)	\$
Professional Services (Please provide detailed cost breakdown in Table B2 below)	\$
Testing and Configuration Services (Please provide detailed cost breakdown in Table B3 below)	\$
Customizations and Interface Development (Please provide detailed cost breakdown in Table B4 below)	\$
Training (Please provide detailed cost breakdown in Table B5 below)	\$
Software Escrow Fees (Please provide detailed cost breakdown in Table B6 below)	\$
Miscellaneous Costs including Travel, if applicable (Please provide a detailed cost breakdown in Table B7 Below)	\$

DESCRIPTION	TOTAL PRICE
Hosting, Maintenance, and Technical Support Service Fees (Initial Term - Upon Expiration of 1 Year Warranty)	
Hosting, Maintenance, and Technical Support Service Fees Year 1	Included in Year 1 Warranty Period
Hosting, Maintenance, and Technical Support Service Fees Year 2	\$
Hosting, Maintenance, and Technical Support Service Fees Year 3	\$
Hosting, Maintenance, and Technical Support Service Fees Year 4	\$
Hosting, Maintenance, and Technical Support Service Fees Year 5	\$
*Total Proposed Price:	\$

*** Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.**

TABLE B1: PRICE BREAKDOWN FOR PROPOSED SOFTWARE SOLUTION		
Software Product Name and Proposed Version	Unit of Purchase (License Type – Perpetual, User Seat License, Enterprise, etc.)	Total (Unit Price x Quantity)
		\$
		\$
		\$
		\$
		\$
Total for Proposed Software:		\$

TABLE B2 - PRICE BREAKDOWN FOR PROFESSIONAL SERVICES	
Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Professional Services:	\$

TABLE B3 - PRICE BREAKDOWN FOR TESTING AND CONFIGURATION SERVICES

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Testing and Configuration Services:	\$

TABLE B4 - PRICE BREAKDOWN FOR SOFTWARE CUSTOMIZATIONS/ INTERFACE DEVELOPMENT

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Software Customizations / Interface Development:	\$

TABLE B5 - PRICE BREAKDOWN FOR TRAINING

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Training:	\$

TABLE B6 - PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES (Initial Five Year Term)

Description/Milestone	Price
Software Escrow Agreement Fees Year 1	\$
Software Escrow Agreement Fees Year 2	\$
Software Escrow Agreement Fees Year 3	\$
Software Escrow Agreement Fees Year 4	\$
Software Escrow Agreement Fees Year 5	\$
Total for Software Escrow Fees:	\$

TABLE B7 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS

Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Miscellaneous Costs:	\$

C. OPTIONAL PRODUCTS/SERVICES

The Proposer shall state its price for providing all Optional Products and Services as provided for in the tables below. **These prices should not be included in the Proposer's Total Proposed Price.** Unless otherwise negotiated by County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

C1. Option-To-Renew (OTR) HOSTING, MAINTENANCE AND SUPPORT SERVICE FEES

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Hosting, Maintenance, and Technical Support Service Fees (Years 6 & 7)		\$
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 6</i>	\$	
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 7</i>	\$	
OTR 2 – Hosting, Maintenance, and Technical Support Service Fees (Years 8 & 9)		\$
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 8</i>	\$	
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 9</i>	\$	
OTR 3 – Hosting, Maintenance, and Technical Support Service Fees (Years 10 & 11)		\$
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 10</i>	\$	
Hosting, Maintenance, and Technical Support Service Fees <i>Contract Year 11</i>	\$	

C2. OTR SOFTWARE ESCROW FEES

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Software Escrow Agreement Fees (Years 6 & 7)		\$
Software Escrow Agreement Fees Contract Year 6	\$	
Software Escrow Agreement Fees Contract Year 7	\$	
OTR 2 – Software Escrow Agreement Fees (Years 8 & 9)		\$
Software Escrow Agreement Fees Contract Year 8	\$	
Software Escrow Agreement Fees Contract Year 9	\$	
OTR 3 – Software Escrow Agreement Fees (Years 10 & 11)		\$
Software Escrow Agreement Fees Contract Year 10	\$	
Software Escrow Agreement Fees Contract Year 11	\$	

C3. ADDITIONAL PRODUCTS

TABLE C3 - PRICE BREAKDOWN FOR ADDITIONAL PRODUCTS	
Description/Milestone	Price
	\$
	\$
	\$
	\$
Total for Training:	\$

C4. OPTIONAL PROFESSIONAL SERVICES

Service	Proposed Hourly Rate
Project Manager	\$
Programmer	\$
Junior Programmer	\$
Web Developer	\$
Trainer	\$
System Administrator	\$
Database Administrator	\$

Service	Proposed Hourly Rate
On-Site Training (Per Day)	\$
Other (List Description)	\$

Note: Compensation to the selected Consultant for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.

C5. OPTIONAL SOFTWARE PRODUCTS NOT INCLUDED IN PROPOSED SOLUTION

Proposer is encouraged to list any optional products and the corresponding product information in the table below. These are optional products to be purchased at the sole discretion of the County.

PRICE BREAKDOWN FOR OPTIONAL SOFTWARE			
Software Product Name and Proposed Version	Description of Software / Module and Overview of Functionality	Unit of Purchase -License Type	Annual Hosting, Maintenance, and Technical Support Fees Year 2
Total for Optional Software:			\$

*** Note:** ⁽¹⁾ Maintenance support fees are to be included as part of the year 1 warranty period.

FORMS A-2 THROUGH A-6

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County **MUST** register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Revised 2/7/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 2012

Addendum #2, Dated _____, 2012

Addendum #3, Dated _____, 2012

Addendum #4, Dated _____, 2012

Addendum #5, Dated _____, 2012

Addendum #6, Dated _____, 2012

Addendum #7, Dated _____, 2012

Addendum #8, Dated _____, 2012

Addendum #9, Dated _____, 2012

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-5
FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

FORM A-6
SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ **FEIN:** _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
		Gender		Race/Ethnicity						Gender		Race/Ethnicity						
		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	
Business Name and Address of First Tier Direct Supplier	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
		Gender		Race/Ethnicity						Gender		Race/Ethnicity						
		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development Division, Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer

Print Name

Print Title

Date

SUB 100 Rev. 6/12